

## **General Terms and Conditions for remote diagnostics and Maintenance of GF Machining Solutions Sales Switzerland SA**

### **1. Scope**

- 1.1 The customer operates a machine (machining solution) of the Georg Fischer Group. In order to support machine operations, the customer has tasked this Georg Fischer Group Company ("GF") with providing the "rConnect Service Portal" Services detailed in the Agreement and in this document. The aforementioned services, to be rendered in case of need, shall be provided online as far as possible, by connecting the machine to the GF rConnect Service Portal.
- 1.2 These General Terms and Conditions are integral part of the Agreement and govern the content and the scope of all GF's rConnect Service Portal services provided to the Customer.
- 1.3 Any alternative or supplementary General Terms and Conditions or provisions of the Customer are not applicable and shall not be recognised in any case, irrespective of whether GF was aware of them or had contested their validity and whether they contravene the stipulations of these General Terms and Conditions.

### **2. Performance specification**

- 2.1 *Scope:* The scope of the services and functions of the rConnect Service Portal is structured on a modular basis. It can vary depending on machine and Agreement.
- 2.2 *"Live Remote Assistance" (LRA) module:*
  - (a) *Remote diagnostics:* in the event of machine malfunction and upon prior submission of a request (so-called "Service Request") by the Customer, GF shall, by means of telecommunications: (i) capture, based on the data acquired, the current machine status with respect to objects and parameters defined by GF, (ii) analyse any deviations between target and actual state for acquired data and processes (such as irregularities, damages, faults) and (iii) analyse the root cause of the thus detected deviations. The depth of the diagnostic process depends on the number of diagnostic devices installed on each machine.
  - (b) *Remote repair and maintenance:* If, during the remote diagnostics procedure, GF ascertains deviations that require an intervention, GF shall support the Customer, as far as this is possible using the media of telecommunications described in this Agreement, with respect to: (i) repair and maintenance (e.g. fault and malfunction remediation through the installation of new updates or releases) and (ii) configuration of the relevant parameters (e.g. input of required data).
- 2.3 *Additional modules and functions:* Annex 2 includes a list of additional functions of the rConnect Service Portal that are currently available. GF reserves the right to change or expand these functions from time to time (particularly as a result of technical developments). The latest scope of the services provided by GF on the rConnect Service Portals shall apply at each time as agreed.

- 2.4 *Maintenance and repair measures additional to the LRA:* If the machine cannot be repaired or can only be partially repaired by means of the LRA measures pursuant to Paragraph 2.2, GF shall inform the Customer thereof. Upon the Customer's request, GF shall propose additional repair and maintenance measures that can guarantee the machine's proper operation. After the signature of a separate service agreement (new Agreement), GF shall support the Customer with the implementation of these more wide-ranging measures. GF provides the aforementioned additional services against separate payment based on its billing rates and the assembly and shipment terms and conditions applicable at the time.
- 2.5 *Exclusions:* If during the remote diagnostics procedure in line with Paragraph 2.2 (a) GF ascertains that the deviation is due to external factors, other unforeseeable events, improper handling or failure to comply with the manufacturer's installation, maintenance and environmental instructions, it is not obliged to provide remote repair and maintenance services pursuant to Paragraph 2.2 (b) or other measures and services pursuant to Paragraph 2.4. The same applies should the Customer or a third party modify the software for the rConnect Service Portal Service ("GF-Software") or the software environment, including the hardware. In these cases, GF provides remote repair upon the Customer's request against additional, separate payment based on its billing rates and assembly and shipment terms and conditions applicable at the time.
- 2.6 *No performance warranty:* GF does not give any warranty that all machine malfunctions, damages and defects shall be diagnosed and/or repaired, nor any warranty of functionality of the machine.
- 2.7 *Documentation:* GF records key machine data and statuses acquired during the remote diagnostics procedure and the relevant deviations, as well as overall services provided over and above the scope of remote diagnostics. The report takes into account the specific features of the service provided and the relevant machine. At the end of repair and maintenance operations, GF informs the Customer about the work it has carried out and forwards any reports to the Customer upon request. The Customer must check the accuracy of the reports and immediately notify GF of any discrepancies.

### **3. IT infrastructure, online communications and data transmission**

- 3.1 *Integration of GF software and hardware:* The connection of the machine to the rConnect Service Portal requires the use of GF software and relevant hardware components. The latter are already integrated in the new machine or can be integrated into it by GF upon the Customer's request as part of a retrofitting Order. The connection of the machine to the rConnect Service Portal and (in the case of a retrofitting Order) the installation of GF software and hardware on the machine is carried out by GF engineers in line with the conditions set out in the Order.
- 3.2 *Technical Requirements for the Customer:*
- (a) Since rConnect Service Portal services are accessed through an internet connection, the Customer must purchase and maintain the telecommunications means and the infrastructure required for its operation (such as an Internet connection compliant with GF's specifications, network, PCs) in its own name and at its own cost, as well as making them available, free of costs, to GF at any time for the provision of its services;

- (b) Further requirements are the technically perfect, maintained condition of the installed rConnect Service Portal system (hardware and software), as well as the absence of any unauthorized changes to the rConnect Service Portal system by the Customer or a third party;
- (c) The Customer authorises and allows GF to copy Log Book data that are required for diagnostics through online access.

- 3.3 *Initialisation:* If necessary, the Customer can issue a "Service Request", activate the rConnect Service Portal and open the data line. GF shall use it to connect with the machine in order to provide the contractually-agreed services.
- 3.4 *Grant of rights:* By installing the GF software and the relevant "Service Request", the Customer allows GF to access the machine's data recording, controls and the relevant PCs, as well as to carry out the contractually-agreed activities such as remote diagnostics and repair on the machine and its controls.
- 3.5 *Data transmission:* The Customer must ensure that the data required for GF's contractual service provision are held available. The data held ready are forwarded to the central dispatch server of GF Machining Solutions over the Internet and stored in GF's remote diagnostics system. In the same way, any measures are retransmitted by GF to the Customer. The parties are responsible for the operation and maintenance of their respective systems.

If the event of failure of the communication line to the central reporting server, particularly such one caused by disturbances in the transmission route or missing or insufficient data on the central reporting server, GF shall be exempted from contractual performance obligations (particularly for LRA services pursuant to Paragraph 2.2).

#### **4. "rConnect Service Portal" software**

- 4.1 GF shall provide to the Customer the sole, non-exclusive, non-transferable and non-sublicensable right to use the GF software exclusively in connection with the agreed rConnect Service Portal services on the machine and only for the term of the Agreement.
- 4.2 The Customer undertakes to treat GF software confidentially and to protect it from unauthorised transmission or use by its employees, representatives, agents or third parties. This right of use shall not include, in particular, changing, translating, reverse engineering, decompiling or disassembling the GF software or creating derivative works from the GF software; changing and removing labels, copyright notices, ownership information and license terms of the program supplier.
- 4.3 The Customer is aware that, according to the state-of-the-art, errors in programs and the associated material cannot be excluded. GF does not provide any warranty of any kind, neither expressed nor implied, for the faultlessness of the GF software. Furthermore, GF is not aware of any facts or circumstances, based on which the use of the GF software may breach third-party industrial property rights or copyrights.

#### **5. Confidentiality and data security**

- 5.1 The Customer has the option of user administration under the agreed rConnect Service Portal services. To this end, GF shall provide the required user IDs and passwords to the Customer. The Customer must ensure that this information is only disclosed to its authorized employees.
- 5.2 All data exchanged within the framework of the rConnect Service Portal services (and of the LRA in particular) and other Customer information about production secrets, relevant product-related data, etc., must be used exclusively for the services defined in this Agreement. The marketing of this information or knowledge transfer to third parties is not allowed. However, GF is authorized to use general findings in order to improve its own products and services.
- 5.3 GF and the Customer shall take appropriate measures, in line with state-of-the-art technology, to prevent malware from infecting the Customer's software and the GF software. Should a malware that may jeopardize the rConnect Service Portal service or that may be transmitted to the other Party's systems, arise with one of the parties, the other party must be immediately notified in writing.

## **6. Customer's co-operation duties**

- 6.1 *Technical Requirements:* The Customer must comply with the technical requirements described in Paragraph 3.2 at its own expense.
- 6.2 *Disclosure obligation about technical changes:* All changes that the Customer may wish to make to the technical environment which may have an impact on the rConnect Service Portal service (e.g. changes to the machine's operating conditions or technical equipment) must be agreed with GF in a timely manner.
- 6.3 *Assistance in the event of error messages:* When ascertaining, containing, reporting and describing errors, the Customer shall follow GF's guidelines, use GF's configuration instructions/check lists (where available) and contribute to resolving the errors at its own expense. To this end, the Customer shall possess technically qualified personnel. In the event of any uncertainties, the Customer shall provide GF with additional information and documentation.
- 6.4 *Safety and supervision obligation:* The Customer shall take reliable measures against personal injury and damage to property in the course of the execution of rConnect Service Portal services and provide GF with written feedback (also per chat) that the intended measures can be carried out safely (acknowledgment).
- 6.5 *Training/Machine maintenance:* The Customer shall train, at own costs, its specialized personnel at the required technical service facilities for the rConnect Service Portal service (service terminal, setting instructions, mechanical settings, etc.) on a regular and adequate basis. Moreover, the Customer shall maintain the machine in line with manufacturer's requirements and the state-of-the-art. Performance impairment that is due to insufficient operator training and/or insufficient machine maintenance by the Customer shall exempt GF from contractual obligations.

## **7. Time of performance**

- 7.1 *Availability of the rConnect Service Portal:* GF shall provide the rConnect Service Portal 24 hours a day for 365 days during the year.
- 7.2 Service level agreement please see Annex 1.
- 7.3 GF is liable for compensation of damages only in line with the provisions of Paragraph 8 (Liability). Any further liability is excluded.

## **8. Fee**

- 8.1 The Customer shall pay the contractually agreed fee in return for the rConnect Service Portal services. The Customer shall also compensate GF for the expenses incurred in the performance of its contractual duties.
- 8.2 A separate fee shall be agreed for any further services (particularly that detailed in Paragraph 2.4) from time to time.
- 8.3 Payment terms are thirty (30) days from invoice date.

## **9. Warranty**

GF provides rConnect Service Portal services in line with the-state of-the-art. If the services are not fully or correctly executed, GF must remedy this free of charge. If GF is unable to fulfil its obligation, the Customer is entitled to grant a reasonable extension. If GF lets this additional period expire through its own fault, the Customer is entitled to ask for a reduction of the agreed fee or can withdraw from the Agreement with immediate effect. GF's liability for any damages shall be exclusively defined pursuant to the provisions of Paragraph 10 (Liability).

## **10. Liability**

- 10.1 All rights and remedies of the Customer, irrespective of their legal grounds, are exclusively governed by these General Terms and Conditions. All claims that are not expressly listed shall be excluded.
- 10.2 GF shall remedy any damages that it has culpably caused to machines that are part of the rConnect Service Portal service. In no case can the Customer assert claims for compensation for further damages, irrespective of their legal ground, such as claims for losses from lost production, loss of orders, loss of or damage to data, transmission errors, loss of profits, third-party compensation claims, as well as other indirect damages.
- 10.3 The limitation of liability is not applicable to unlawful intent or gross negligence as well as mandatory statutory liability.

## **11. Other provisions**

- 11.1 GF reserves the right to assign the rights and obligations under the Agreement and these General Terms and Conditions to third parties. The Customer can assign the rights and

obligations under the Agreement and these General Terms and Conditions to third parties only with GF's prior authorization.

- 11.2 Should individual provisions of these General Terms and Conditions be invalid, the validity of the other provisions shall remain unaffected. An invalid provision must be replaced by a contractual interpretation that most closely approximates the economic meaning and intended economic purpose of the invalid one.
- 11.3 All legal relationship between GF and the Customer with respect to the rConnect Service Portal service shall be governed by Swiss law under the explicit exclusion of any conflict of laws provisions and of the United Nations Convention for the International Sale of Goods. Exclusive place of jurisdiction for any disputes arising out of or in connection therewith shall be the ordinary courts in Schaffhausen, Switzerland.

# Annex

## 1. SERVICE LEVEL AGREEMENT

*Availability of LRA Services:* Unless otherwise specifically stated in the Agreement, the LRA services shall be provided on business days (Monday to Friday, except on legal and regional public holidays applicable at GF's site) during normal working hours from 8:00 to 17:00 local time at GF's site. LRA services depend on the availability of required specialist operators, which depends specifically on the number of GF customers using service at the same time. However, GF shall endeavor to perform the contractually agreed activity within 1 (one) hours from receipt of the error message during the aforementioned business hours. Outside the aforementioned hours, the deadline shall start from the following business day. The deadline for the performance of contractual services on the part of GF shall be suitably extended: (a) when the Customer does not or does not timely fulfil its co-operation and provision obligations pursuant to Paragraph 6; (b) when GF is prevented to do so due to *force majeure* (*force majeure* also equates to unforeseeable circumstances not imputable to GF that render the provision of service by GF unreasonably difficult or impossible), or (c) when the Customer is late in complying with its own contractual obligations.

## 2. ADDITIONAL MODULES

Additional module according to availability. 10/2016

signature for acceptance:

Company	Name and responsibility	Date
.....	.....	.....